# Terms of *business.*

These terms apply to every project I take on, unless we agree something different in writing. They're written in plain English on purpose. If anything is unclear, ask me before you sign. Version: 1 November 2026.

## 1. Who's who

"I", "me" and "Kalben Creative" means Sharlene Soobramoney, trading as Kalben Creative. "You" means the person or organisation I'm working for.

Our agreement is made up of three things: these terms, the quote you accept, and the project agreement (or retainer agreement) you sign. If they ever disagree, the signed agreement wins, then the quote, then these terms.

## 2. Quotes

- A quote is valid for 30 days.
- It's based on the brief you give me. If the work changes, I'll tell you before doing anything extra, and quote for it.
- Prices are in South African rand. [I'm not registered for VAT. If that changes, VAT will be added as the law requires.]

## 3. Starting a project

I book your project in once I have the signed project agreement and the deposit. Until then, the dates in the quote aren't reserved.

## 4. Paying

- A 50% deposit is due before I start. It reserves time in my diary, so it can't be refunded once work has started.
- The balance is due when the work is finished, before I send the final files.
- For larger projects, we may agree to pay in stages instead. That will be set out in the project agreement.
- Invoices are due within 7 days, by EFT to the account on the invoice.
- If an invoice is overdue, I may pause work until it's paid. Final files are only released once everything has been paid.

## 5. Changes and revisions

- The quote says how many rounds of changes are included. Usually it's two.
- A round of changes means one set of combined feedback from you. Please gather everyone's comments into one reply.
- Extra rounds, and changes to work you've already approved, are charged at my hourly rate. I'll always tell you before charging for extra work.

## 6. Your part

- Send the content (text, photos, logos and information) I need, when we agree.
- Give feedback within 5 working days, so the project keeps moving.
- Name one person who approves the work for you.
- Check every proof carefully, including spelling, prices, dates and contact details. Once you approve something, you're responsible for what's in it.
- Only give me material you have the right to use.

## 7. Delays

The dates in a quote are estimates, and they depend on getting content and feedback on time. If I don't hear from you for 30 days, I'll pause the project, and a new date will depend on my diary. If I don't hear from you for 60 days, I may close the project and invoice for the work done so far.

## 8. Cancelling

- Either of us can cancel a project by letting the other know in writing.
- If you cancel, you pay for the work done up to that point, and the deposit isn't refunded.
- If I cancel, I'll refund any money you've paid for work I haven't done.

## 9. Ownership and copyright

- I own the copyright in the work until you've paid in full.
- Once you've paid in full, I'll transfer the copyright in the final, approved work to you in writing, with a copyright transfer letter.
- Concepts you didn't choose, sketches and working files stay mine.
- You'll receive the final files listed in the quote. Open working files (such as InDesign or Illustrator files) are only included if the quote says so.

## 10. Fonts, images and other people's work

Some designs use fonts, stock photos, icons or mockups made by other people. These are licensed, not owned. I'll tell you if anything I use needs its own licence for your use, and any cost will be in the quote. I can't transfer the copyright in other people's work to you.

## 11. Showing the work

Once your work is public, I may show it in my portfolio, on my website and on social media. If you'd rather I didn't, tell me before the project starts and I'll respect that. I'll never share anything confidential.

## 12. Confidentiality and your information

I keep your plans, documents and business information private, and only use them for your project. I handle personal information in line with the Protection of Personal Information Act (POPIA). My privacy policy is on my website.

## 13. Printing, websites and other suppliers

Colours can look different on screen and in print, and from one printer to another. I'll help you get it right, but I'm not responsible for mistakes made by printers, web hosts or other suppliers you appoint.

## 14. Responsibility

- You're responsible for making sure the claims in your marketing are accurate and legal.
- I can't guarantee that a logo or name can be registered as a trade mark. If that matters to you, please do a trade mark search before we finalise a logo.
- If something goes wrong, my responsibility is limited to the fees you've paid for that project. I'm not responsible for indirect losses, such as lost profits.

## 15. Retainers

Ongoing monthly work is covered by a separate retainer agreement, together with these terms.

## 16. If we disagree

If something isn't working, please tell me early. We'll try to sort it out by talking first. If we can't, we'll try mediation before anything else. These terms are governed by the laws of South Africa.

## 17. Changes to these terms

I may update these terms from time to time. The version in place when you sign your agreement is the one that applies to your project.

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